

WORK FOR OTHERS AGREEMENT WITH FEDERALLY REIMBURSED SPONSORS

WORK FOR OTHERS AGREEMENT NO.

BETWEEN

THE UNIVERSITY OF CHICAGO
AS OPERATOR OF ARGONNE NATIONAL LABORATORY
OPERATING UNDER PRIME CONTRACT NO. W-31-109-ENG-38
FOR THE
U. S. DEPARTMENT OF ENERGY

AND

The obligations of the UNIVERSITY OF CHICAGO, as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.

WORK FOR OTHERS FOR A FEDERALLY REIMBURSED SPONSOR

AGREEMENT

The Parties to this Agreement are the UNIVERSITY OF CHICAGO as operator of ARGONNE NATIONAL LABORATORY operating under Prime Contract No. W-31-109-ENG-38 for the U. S. DEPARTMENT OF ENERGY ("Laboratory"), and ("Sponsor") as contractor under Prime Contract No. .

ARTICLE I - STATEMENT OF WORK

The Laboratory will perform work on a best effort basis as set forth in Work For Other (WFO) Proposal No. , attached hereto as Appendix A. It is understood by the Parties that the Laboratory is to perform the work of this Agreement under the terms and conditions, including intellectual property, of its Prime Contract No. W-31-109-ENG-38 with the United States Government represented by the United States Department of Energy when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.

ARTICLE II - WORK OF THE SPONSOR

Sponsor's work relating to the subject matter of this Agreement shall be performed under the Sponsor's Prime Contract with . The Sponsor shall perform no work under this Agreement.

ARTICLE III - TERM OF THE AGREEMENT

The Laboratory estimated period of performance for completion of the Statement of Work is months. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties thereto.

ARTICLE IV - COSTS

- a. The Laboratory estimated cost for the work to be performed under this Agreement is \$.
- b. The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.

ARTICLE V – PAYMENTS

- a. The Sponsor shall advance the following amount at the time shown:

Amount Due

Date Due

Upon execution of Agreement

Advance payment shall be recorded in the Laboratory's account until the last three (3) months of the Agreement term at which time it shall be liquidated by charging costs incurred during that period to the advance payment account. Advance payment in excess of total costs incurred by the Laboratory under this Agreement shall be refunded to the Sponsor.

- b. Once each month during the Agreement term the Laboratory shall invoice the Sponsor for costs incurred in the previous month. Payment for such costs shall be due not later than thirty (30) days after the invoice date, except to the extent the invoice states that costs are being charged to the advance payment account as provided in Paragraph A above.

ARTICLE VI - DISCLAIMER

THE U.S. DEPARTMENT OF ENERGY AND THE UNIVERSITY OF CHICAGO MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS WORK FOR OTHERS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. NEITHER THE U.S. DEPARTMENT OF ENERGY NOR THE UNIVERSITY OF CHICAGO SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS WORK FOR OTHERS AGREEMENT.

ARTICLE VII - GENERAL INDEMNITY

The Sponsor agrees to indemnify and hold harmless the Government, the Department, the Laboratory, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the Sponsor, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of the Agreement by

the Government, the Department, the Laboratory, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor, and not directly resulting from the fault or negligence of the Government, the Department, the Laboratory, or persons acting on their behalf.

ARTICLE VIII - PRODUCT LIABILITY INDEMNITY

Except for any liability resulting from any negligent acts or omissions of the Government or the Laboratory, the Sponsor agrees to indemnify the Government and the Laboratory for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the Sponsor, its assignees, or licensees, which was derived from the work performed under this Work for Others Agreement. In respect to this Article, neither the Government nor the Laboratory shall be considered assignees or licensees of the Sponsor, as a result of reserved Government and Laboratory rights. The indemnity set forth in this paragraph shall apply only if the Sponsor shall have been informed as soon and as completely as practical by the Laboratory and/or the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Laboratory and/or Government shall have provided all reasonably available information and reasonable assistance requested by the Sponsor. No settlement for which the Sponsor would be responsible shall be made without the Sponsor's consent unless required by final decree of a court of competent jurisdiction.

ARTICLE IX - INTELLECTUAL PROPERTY INDEMNITY – LIMITED

The Sponsor shall indemnify the Government and the Laboratory and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed by the Sponsor to be performed under this Agreement to the extent such acts are not already performed at the facility. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

ARTICLE X - TERMINATION

Performance of work under this Agreement may be terminated at any time by either Party, without liability, except as provided herein, upon giving a thirty (30) day written notice to the other Party. Such notice will be effective upon receipt of written notice by the other Party. In the event of termination, the Sponsor shall be responsible for the Laboratory's costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Article IV, above.

It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of this Agreement.

ARTICLE XI - EXPORT CONTROL

Each Party is responsible for its own compliance with laws and regulations governing export control.

ARTICLE XII - APPLICABLE LAW

The Parties shall attempt to jointly resolve all disagreements arising from this Agreement. If the Parties are unable to jointly resolve a disagreement within a reasonable period of time after submission of the disagreement for resolution, said disagreement shall be adjudicated in a court of competent jurisdiction in the State of Illinois. To the extent that there is no applicable U.S. Federal law, this Agreement and performance thereunder shall be governed by the law of the State of Illinois.

(See page 6 for signature blocks)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

FOR THE UNIVERSITY OF CHICAGO
(As Operator of ARGONNE NATIONAL LABORATORY):

By: _____

Title: _____

Dated: _____

FOR SPONSOR:

By: _____

Title: _____

Dated: _____